

Dud.
2011-0256

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(GRANTS OFFICE)**

ORDINANCE NO. 11-8-5

A ordinance to amend Resolution No. 5736, an agreement with the Louisiana Department of Transportation and Development for the St. Charles Parish Eastbank Mississippi Levee Multi-Use Path, Phase V (Apple Street in Norco to the East Guide Levee of the Bonnet Carre Spillway), State Project No. H.007553 (formerly, State Project No. 744-45-0011) & Federal Aid Project No. ENH-4510(501), to provide for an increase in Federal funding.

WHEREAS, on April 5, 2010, the St. Charles Parish Council adopted Resolution No. 5736 approving an Agreement with the Department of Transportation and Development for Federal funding in the amount of \$231,700.00 for the St. Charles Parish Eastbank Mississippi Levee Multi-Use Path, Phase V; and,

WHEREAS, the Louisiana Department of Transportation and Development has prepared Supplemental Agreement No. 1 to said Agreement to increase the amount of Federal Funding available for the project to \$375,000; and,

WHEREAS, it is the desire of the Parish Council to approve Supplemental Agreement No. 1.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Supplemental Agreement No. 1 to the Agreement for State Project No. H.007553, Federal Aid Project No. ENH-4510(501), St. Charles East Bank Mississippi Levee Multi-Use Path, Phase V is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute Supplemental Agreement No. 1 on behalf of the Parish of St. Charles.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 22nd day of August, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: Barbara Jacob Baker

DLVD/PARISH PRESIDENT: August 23, 2011

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: August 24, 2011

AT: 10:00 AM RECD BY: [Signature]

REFERENCE
Reso. 5736

Consultant's
Copy

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUPPLEMENTAL AGREEMENT NO. 1
STATE PROJECT NO. H.007553
(FORMERLY IDENTIFIED AS LEGACACY STATE PROJECT NO.
744-45-0011)

FEDERAL AID PROJECT NO. ENH-4510(501)
ST. CHARLES EASTBANK MISSISSIPPI LEVEE
MULTI-USE PATH, PHASE V
ST. CHARLES PARISH

THIS SUPPLEMENTAL AGREEMENT NO. 1, made and executed in three (3) original copies on this 7th day of September, 2011, by and between the **Department of Transportation and Development**, ("DOTD"), and the **Parish of St. Charles**, a political subdivision of the State of Louisiana, hereinafter referred to as "**Sponsor**";

WITNESSETH: That;

WHEREAS, the DOTD and the Sponsor previously entered into a formal agreement, dated **April 21, 2010**, for constructing a multi-use path on the Mississippi River levee; and

WHEREAS, it is necessary to amend the Agreement to increase the Federal Funding; and

WHEREAS, the DOTD is agreeable to the changes in the implementation of the Project and desires to cooperate with the Sponsor as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree to amend the **April 21, 2010** Agreement as follows:

1.

Article II – Funding is hereby amended to read as follows:

“Except for services hereinafter specifically listed to be furnished at the DOTD's expense or at the Sponsor's expense, as the case may be, the cost of this project will be a joint participation between the Sponsor and the Federal Highway Administration, hereinafter "FHWA", with the Sponsor contributing the 5% match of the participating construction cost and the FHWA contributing, through the DOTD, the remaining 95%. The maximum federal funds available for this project are **\$375,000**. With this funding option, the Sponsor agrees to provide all design and construction inspection at its own expense. The Sponsor may incorporate items of work into the construction contract not eligible for Federal-Aid participation at its own costs. Funds will be disbursed as provided in **Article XII - Cost Disbursements**.”

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“No Notice to Proceed shall be issued and no compensable costs for construction may be incurred prior to a formal notification from DOTD that FHWA authorization has been received. Any costs for which the Sponsor expects to be reimbursed for incurred prior to such authorization will not be compensable.”

2.

ARTICLE XII – COST REIMBURSEMENTS is hereby amended to read as follows:

ARTICLE XII – COST DISBURSEMENTS

“The DOTD will disburse to the Sponsor monthly the correct FHWA ratio of the costs of right-of-way acquisitions, utility adjustments and the costs of construction in effect at the time of authorization. The Sponsor shall render invoices monthly for disbursement, which invoices shall be submitted with an executed DOTD Cost Disbursement Certification by the proper designated official of Sponsor. Upon receipt of each disbursement requested, the Sponsor is required to tender payment for the invoiced cost and within sixty (60) days from receipt of payment from DOTD the Sponsor will provide proof of said payment. All such charges shall be subject to verification, adjustment and/or settlement by the DOTD’s Audit Officer.

“When the final costs of right-of-way acquisitions, utility adjustments, construction and construction engineering have been determined, adjustments will be made so that the amount of participation in these items will not exceed the percentages outlined in Article II. Before final payment is recommended by DOTD, all documentation of pay quantities shall conform to DOTD policies and procedures. The Sponsor acknowledges, however, that the FHWA will not participate in the cost of those items not constructed in accordance with the approved plans and specifications and in this event the Sponsor will be obligated to assume full financial responsibility. The Sponsor shall also submit all final billings for all phases of work within one year after the completion of final acceptance of the project. Failure to submit these billings within the specified one year period shall result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Sponsor.

“The Sponsor shall reimburse the DOTD any and all amounts which may be cited by the FHWA or DOTD due to the Sponsor’s noncompliance with Federal/State laws and/or regulations. The cited amounts reimbursed by the Sponsor will be returned to the Sponsor upon clearance of the citation(s).

“Should the Sponsor fail to reimburse the DOTD any and all cited amounts within a thirty (30) day period after notification, all future payment request(s) from the Sponsor will be held until the cited amount is exceeded at which time only the amount over and above the cited amount(s) will

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be released for payment. Additionally, no new Transportation Enhancement projects will be approved until such time as the cited amount is reimbursed to the DOTD.

“The participation by the DOTD and the FHWA in the project shall in no way be construed to make the DOTD or the FHWA a party to the contract between the Sponsor and its contractor.”

3.

The DOTD and the Parish of St. Charles agree that all provisions of the Original Agreement between the parties dated **April 21, 2010**, to extent not inconsistent with this Supplemental Agreement No. 1 of the Original Agreement, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Barbara Jacob Tucker
Uelanie Berthelot

**STATE OF LOUISIANA
PARISH OF ST. CHARLES**

BY: [Signature]

V.J. St. Pierre, Jr.
Typed or Printed Name

Parish President
Title

72-6001208
Taxpayer Identification Number

079448924
DUNS Number

WITNESSES:

Cassius D. Gray
Carmel Lopez

**STATE OF LOUISIANA
THROUGH THE DEPARTMENT OF
TRANSPORTATION AND
DEVELOPMENT**

BY: [Signature]
for Secretary

RECOMMENDED FOR APPROVAL:

BY: [Signature]
Division Head